

## PREDETERMINATION SETTLEMENT AGREEMENT

### PARTIES TO THE SETTLEMENT AGREEMENT:

#### RESPONDENTS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

#### COMPLAINANT

[REDACTED]

[REDACTED]

[REDACTED]

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondents failed to provide a reasonable accommodation by denying his request for a handicapped accessible apartment, which resulted in different terms, conditions , or privileges of rental based on disability. Respondents own or manage the subject property, a [REDACTED] apartment complex, located at [REDACTED].

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Law

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. The parties Respondents acknowledge the FHA and ICRA make it unlawful

to discriminate against another person in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of a disability. 42 U.S.C. 3604(f)(2)(a); Iowa Code § 216.8A(3)(b)(1).

3. The parties acknowledge Federal and State Fair Housing Laws make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling.

42 U.S.C. 3604(f)(3)(b); Iowa Code § 216.8A(3)(c)(2).

#### Voluntary and Full Settlement

4. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

5. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in his complaint are not fully meritorious.

6. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement and that scanned or faxed signatures shall be deemed sufficient and treated as original signatures. The parties agree the executed signature pages will be attached to the body of this Agreement to constitute one document.

7. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

#### Disclosure

8. The parties agree the terms of this Agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, which they have done, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

#### Release

9. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, and with regard to any and all other matters, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

#### Fair Housing Poster

10. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants. Fair Housing Posters in English may be obtained online from the Commission's website at:  
[http://www.state.ia.us/government/crc/docs/fair\\_housing\\_poster\\_july\\_2008.pdf](http://www.state.ia.us/government/crc/docs/fair_housing_poster_july_2008.pdf)

And the corresponding version in Spanish may be obtained at:  
[http://www.state.ia.us/government/crc/docs/fair\\_housing\\_spanish\\_july08.pdf](http://www.state.ia.us/government/crc/docs/fair_housing_spanish_july08.pdf)

Within ten (10) days of receiving a Closing Letter from the Commission

Respondents also agree to send documentation to the Commission, verifying the posters have been placed.

## New Policy and Practice

11. For all residential rental properties owned and managed, now and in the future, Respondents agree, within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodation. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq., and include the following provisions:

Respondents shall inform all applicants and occupants that they may request reasonable accommodations of Respondents' rules, policies, practices, and services. Prior to lease execution, if prospective residents inquire about reasonable accommodations, Respondents shall inform them of their ability to seek reasonable accommodations, including the process to request and obtain such accommodations.

Within 90 days of their receipt of a Closing Letter from the Commission,

Respondents agree to submit copies of forms to be used when tenants and prospective tenants make oral or written Reasonable Accommodation requests. The forms will be sent to the attention of Don Grove, Supervisor of Investigations, for his approval.

Upon adopting specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations, Respondents shall provide written notice of those standards and procedures to each current and future resident who has requested an accommodation.

## Relief for Complainant

12. Respondents agree to release Complainant from the terms of his rental agreement and allow him terminate his tenancy effective November 2, 2013. Complainant agrees to vacate apartment [REDACTED] on or before November 2, 2013. Respondents agree to consider Complainant's departure as a mutually agreed-upon termination of tenancy. Respondents agree not to seek any monies from Complainant for terminating his rental agreement before its August 31, 2014 expiration date.

Respondents agree all tenant rules, regulations and lease agreements will be enforced fairly and without discrimination. Complainant agrees to follow the terms of his lease agreement and all the Respondents' rules and regulations

Once Complainant has vacated Apartment [REDACTED], Respondents agree to do a check-out of Apartment [REDACTED], with Complainant and his representative present, to confirm that it has been turned over to Respondents in the same condition as when Complainant moved in on August 9, 2013; normal wear and tear excepted.

Within seven (7) days of Complainant vacating apartment [REDACTED], Respondents agree to send documentation to the Commission, detailing Respondents waived the rent for November 1, 2013 and November 2, 2013 and Complainant vacated apartment [REDACTED] on or before November 2, 2013.

13. Respondents agree to waive Complainant's rent owed for November 1, 2013 through November 2, 2013.

Within seven (7) days of waiving Complainant's rent for November 1, 2013 and November 2, 2013, Respondents agree to submit a written report to the Commission, verifying Complainant's rent has been waived.

Respondents agree to upon Complainant signing this Settlement Agreement, Respondents agree on October 29, 2013, to pay Complainant \$400 without deductions. Respondents agree Complainant will pick up the settlement check in person on October 29, 2013, at the [REDACTED] leasing office.

Respondents agree to send a copy of the check to the Commission, within seven (7) days of issuing the settlement check.

#### Reporting and Record Keeping

14. Within ten (10) days of receiving a Closing Letter from the Commission,

Respondent shall forward to the Commission objective evidence that the Fair Housing posters (English and Spanish) have been displayed in in each of their rental or leasing offices, as evidence of compliance with Term 10 of this Agreement.

15. Within thirty (30) days of the execution of this Settlement Agreement, Respondents shall submit a written report to the Commission, as objective evidence that Respondent has adopted and implemented specific, uniform, and objective written standards, procedures and said forms for receiving and handling requests made by people with disabilities for reasonable accommodation, as evidence of compliance with Term 11 of this Agreement.

16. Within seven (7) days of Complainant vacating apartment [REDACTED], Respondents agree to send documentation to the Commission, detailing Respondents waived the rent for November 1, 2013 and November 2, 2013 and Complainant vacated apartment [REDACTED] on or before November 2, 2013, as evidence of compliance with Term 12 of this Agreement.

17. Within seven (7) days of waiving Complainant's rent for November 1, 2013 and November 2, 2013, Respondents agree to submit a written report to the Commission, verifying Complainant's rent has been waived with a copy of the \$400 Settlement Check, as evidence of compliance with Term 13 of this Agreement.

Signatures on the Following Page (Page 6)

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[REDACTED], RESPONDENT                      Date

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██████████, RESPONDENT	Date
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██████████, RESPONDENT	Date
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██████████, COMPLAINANT	Date
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Beth Townsend, DIRECTOR	Date
IOWA CIVIL RIGHTS COMMISSION	